

**RFS  
ATTACHMENT C  
DETAILED SCOPE OF WORK**

RFS Attachment D: Detailed Scope of Work is organized in three parts: Background and Overview, Overview of Requirements, and a Service Level Requirements Table.

Background and Overview

The purpose of the Background and Overview section is to give Respondents background information and a general understanding of Indiana's current state regarding providing genetic testing services in IV-D cases where genetic testing is appropriate.

Overview of Requirements

The purpose of the Overview of Requirements section is to give Respondents a general understanding of the State's expectations and an introduction to the Service Level Requirements Table.

Service Level Requirements Table

The Service Level Requirements Table section, structured in a table format, communicates the specific requirements that Respondents must address, and the proposal instructions. Note that some requirements only require the Respondent to state an affirmation, but generally Respondents are given an opportunity to provide additional information that may distinguish the quality of their proposal. Respondents are not expected to address the Background and Overview sections in their responses. However, responses to the Service Level Requirements Table are expected to communicate an understanding of Indiana's situation as well as how the Respondents propose to meet the requirements. The section concludes with the Liquidated Damages Table, which has a corresponding tie to the Service Level Requirement Table.

**I. BACKGROUND AND OVERVIEW**

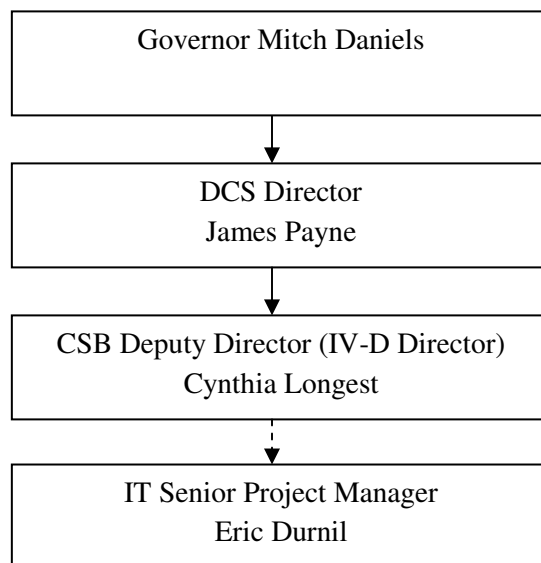
General Background about Indiana and Title IV-D

In January 1975, Congress enacted the Social Services Amendments of 1974 (Public Law 93-647) which created Title IV-D of the Social Security Act. This legislation centralized in a single state agency the responsibility for establishing paternity and establishing and enforcing child support obligations in each state. Indiana responded with Indiana Public Law 47, Acts of 1976, which established within the Indiana Department of Public Welfare (DPW), the new Child Support Bureau (CSB) and a State-administered, county-enforced IV-D system. Collections of support payments under Indiana's IV-D Program began in October 1976. DPW was also historically responsible for programs such as Aid to Families with Dependent Children (now Temporary Assistance to Needy Families [TANF]), Food Stamps, Medicaid, Child Welfare, Foster Care, and Adoption Assistance.

In 1991, Indiana Public Law 9-1991 provided for an extensive State-level health and human services reorganization by consolidating DPW, the Department of Human Services (DHS), and the Department of Mental Health (DMH) into the Indiana Family and Social Services Administration (FSSA) headed by a Secretary. DPW became the Division of Family and Children, including CSB as the agency responsible for the administration of child support enforcement.

In January 2005, the Indiana Department of Child Services (DCS) was established by an executive order of the Governor as a new agency. DCS's charge is to provide more direct attention and oversight in two critical areas: protection of children and child support enforcement. DCS administers child support, child protection, adoption, and foster care throughout the State of Indiana. The Deputy Director of CSB (Indiana's IV-D Director) reports directly to the Director of DCS.

The following is the high-level organizational structure of the Child Support Bureau, identifying the key persons for this procurement and contract.



Throughout the changes at the State agency level, the child support program in Indiana continues to be State administered and locally operated. CSB maintains cooperative agreements with 91 county Prosecutor's Offices in the Judicial Circuits, to provide child support enforcement services in all 92 counties. (There is one Prosecutor's Offices that serves two counties.) CSB also has cooperative agreements with the county Clerk of Circuit Court in each county for collecting cash child support payments and entering court orders. Additionally, Courts in several counties have established magistrates, or special hearing officers, specifically to adjudicate Title IV-D child support cases.

Services of the Child Support Enforcement Program (Title IV-D) include:

- Paternity establishment

- Location of non-custodial parents (NCPs)
- Establishment and enforcement of child and medical support obligations
- Collection, distribution, and disbursement of support payments
- Review and modification of support orders

Participants in the TANF program are required to pursue Title IV-D child support services through the local county Prosecutor's Offices, as are selected Medicaid participants. Other parents in need of child support services may apply for those services with the payment of a one-time application fee of \$25.00 and receive child support services through the Prosecutor's Offices. The county programs evaluate the needs of each applicant and provide appropriate services consistent with State and federal laws and regulations.

Indiana's statewide automated child support enforcement system is known as the Indiana Support Enforcement Tracking System (ISETS), and is used by CSB, county Prosecutor's Offices, and county Clerks of Circuit Court. ISETS contains both the IV-D and the non IV-D child support caseload for the State of Indiana. Statewide implementation of the system was accomplished in late 1999. OCSE officially granted full certification to ISETS in 2002.

### Roles and Responsibilities

#### *Child Support Bureau (CSB)*

CSB is located in Indianapolis, and is staffed by approximately 90 full-time employees. As stated above, the DCS Deputy Director serves as the IV-D Program Director for the State and reports to the Director of the Department of Child Services. CSB is responsible for:

1. Statewide uniform administration and operation of the IV-D Program and coordination of all activities
2. Development and implementation of all policies, procedures, and forms for use in the child support program
3. Provision of federally-mandated State-level IV-D functions
4. Statewide compliance with federal and state IV-D statutes and regulations
5. Operation of a State Parent Locator Service (SPLS)
6. Operation of a Central Registry to receive, process, and provide IV-D services to interstate child support cases referred from other states
7. Financial reconciliation activities such as ISETS adjustments and bank account reconciliation
8. Operation of the state disbursement unit, the Indiana State Central Collection Unit (INSCCU)
9. Program and policy guidance, requirements and design review, and training for ISETS
10. Communication and liaison work with the county Prosecuting Attorneys and county Clerks of Circuit Court, as well as with other county stakeholders and State agencies
11. Audit support to State and federal auditors such as the Indiana State Board of Accounts and the federal HHS Office of Inspector General

*County Prosecutor's Offices*

Under their cooperative agreements with CSB, the county Prosecutor's Offices are responsible for establishing paternity, establishing child support and medical support orders, and enforcing these support obligations. These offices also accept and process new applications for IV-D services. The county Prosecutor's Offices report all case actions taken and all court orders secured using ISETS. They are an integral part of the success of Indiana's child support enforcement program. County Prosecutors are elected officials. In Federal Fiscal Year (FFY) 2009 the county Prosecutor's Offices had over 600 full-time IV-D employees and approximately 180 part-time IV-D employees.

*County Clerks of Circuit Court*

The State also maintains cooperative agreements with the county Clerk of Circuit Court in each county for the purpose of entering court orders to ISETS and taking cash payments from persons who walk in. The Clerks post these payments into ISETS and appropriate disbursement records are created. Like the county Prosecutors, the county Clerks of the Circuit Court are elected officials.

Indiana Caseload Information

<b>IV-D Case Data</b>	<b>FFY 2008</b>	<b>IV-D Case Data</b>	<b>FFY 2008</b>
Total IV-D caseload	349,497	Paternities and Acknowledgments	12,549
IV-D Caseload Number of Children	373,576	Genetic Tests (Draws)	15,245
IV-D Caseload Number of Children Born Out-of-Wedlock	237,829	Amount Counties Were Reimbursed for Genetic Testing Costs	\$860,867.66
IV-D Caseload Children With Paternity Established	226,052	Statewide IV-D Caseload Paternity Establishment Percentage	97.9
Indiana Children Born Out-of-Wedlock to Indiana-resident mothers (regardless of IV-D status)*	37,013		

*Source: OCSE-157 data*

*\*an estimate based on Indiana State Department of Health and National Center for Health Statistics – 2006.*

### Statutory and Regulatory Citations

#### Federal Statutes:

Social Security Act, Title IV-D, 42 USC §651 *et seq.*

Federal Regulations: 45 CFR Part 300 (specifically, 45 CFR §303.5( c ) );

45 CFR §92.36( c )(2)

#### Indiana Statutes:

IC §12-17-2-1 through IC §12-17-2-36 (Title IV-D Child Support Program)

IC §31-14-1-1 through IC §31-14-21-7 (Establishment of Paternity/Support Orders)

IC §31-14-6-1 through IC §31-14-6-7 (Blood Testing in Paternity Actions)

IC §31-14-7-1 through IC §31-14-7-3 (Presumption of Paternity)

IC §31-14-8-1 through IC §31-14-8-4 (Paternity Hearing)

IC §31-14-9-1 through IC §31-14-9-2 (Record of Paternity Determination)

IC §31-14-18-1 through IC §31-14-18-2 (Court Costs)

#### *Description of Current Genetic Testing Procurement and Operation*

Federal regulations, 45 CFR §303.5 ( c ), state: “The IV-D agency must identify and use through competitive procurement laboratories which perform, at reasonable cost, legally and medically acceptable genetic tests which tend to identify the father or exclude the alleged father. The IV-D agency must make available a list of such laboratories to appropriate courts and law enforcement officials, and to the public upon request.”

Genetic testing is one of the means of establishing paternity. IC §31-14-7-1(3) states that: “A man is presumed to be a child's biological father if:... the man undergoes a genetic test that indicates with at least a ninety-nine percent (99%) probability that the man is the child's biological father.”

Since the start of the IV-D program, the state has not sought a statewide genetic testing contract. Each Prosecutor's Office has negotiated with various vendors that have been certified by the AABB or ASHI for their genetic testing services. Some counties have written contracts with their chosen vendor, and others do not, based on a CSB survey of counties conducted in 2009. The results of this survey were not verified and do not represent a scientific survey of the current genetic testing environment but provides a basis for evaluating the current state of genetic testing in Indiana. The current genetic testing rates vary from \$43.00 to \$105.00 per draw. In general, the more rural the county, the higher the amount charged per draw. See Attachment E for a county map with current vendor coverage as of the 2009 survey. Since the date of that survey, there have been some changes in vendors; specifically, Bartholomew and Tippecanoe counties now receive services from DNA Diagnostics and Strand has been acquired by Orchid.

The three largest counties (Marion, Lake, and Allen) accounted for 6,544 draws out of 15,245 statewide annual draws, according to the survey. The 17 largest counties accounted for 10,579 draws.

In some counties, the draws are conducted by the vendor, while in other counties either Prosecutor's Office staff or third-party health care providers such as staff from health clinics and hospitals draw the sample. The reported turnaround time, from the date of mailing the samples to the vendor's lab to the date the Prosecutor's Office receives the lab results, varies in each county from seven to 28 days.

Because of the wide discrepancies in price and service level provision, CSB determined that the state could save money through economies of scale and provide more uniform services to the Prosecutor's Offices by issuing this RFS. The optimal result would be to award contracts to Respondents who satisfy the State's desire for competitive pricing and adherence to the Service Level Agreements.

The RFS's goal is to provide high-quality, responsive genetic testing services at a competitive statewide price for use by all the Prosecutor's Offices.

## II. OVERVIEW OF REQUIREMENTS

The Vendor(s) will provide all the requisite services listed below, and make reasonable efforts to accommodate rare or exceptional requests as they may occasionally arise, provided that they are within scope of the procurement and the costs to the Vendor(s) are not substantial. An example of these reasonable accommodations is using an alternative site to collect samples if the usual site is closed due to a building malfunction.

The Liquidated Damages Table provides the contractual and monetary consequences of noncompliance by the Vendor. Some assessments occur per event and some are based on a series of activities or omissions. The damages could be assessed at the time the invoice is processed by CSB or before any subsequent invoice is paid, or after a pattern of violations is discovered, depending on the circumstances. In certain situations, the Vendor would have a corrective action period to remedy a deficiency before the liquidated damages would be enforced as a deduction from the amount owing to the Vendor. In any event, the decision whether to impose liquidated damages rests in the sole discretion of CSB. **By submitting a proposal, the Respondent acknowledges that it will be subject to the liquidated damages table as the appropriate method to assess damages for noncompliance.**

In the proposal, the Respondent will address each topic in the Service Level Requirements Table and describe its approach to fulfilling those requirements. The Respondent will affirm its agreement to fulfill the requirement and to accept the listed liquidated damages if not in compliance with the requirement.

The proposal response to these requirements **shall not exceed 35 pages**, excluding the following proposal attachments:

- 1) list of proposed county collection sites (not mandatory to provide list at time of proposal submission);
- 2) sample training manuals for sample collection or description of training methodology and topics;

- 3) description (graphically or in text) of the genetic testing protocols used by the Respondent's lab;
- 4) sample Respondent's genetic test results report;
- 5) sample Respondent's invoice;
- 6) sample disaster recovery plan manual or description in lieu of manual; and,
- 7) a proposed customer service plan.

### III. SERVICE LEVEL REQUIREMENTS TABLE

The "Related Liquidated Damages" column refers to the Liquidated Damages Table at the end of this section.

Number	Topic	Service Level Requirement	Instructions on Addressing in Proposal	Related Liquidated Damages
1	Accreditation	Vendor must be and remain accredited by the American Association of Blood Banks (AABB) or the American Society for Histocompatibility and Immunogenetics (ASHI).	Attach AABB or ASHI accreditation for past two years.	A - Mandatory, contract termination and reduction of final invoice
2	Statewide Coverage	Vendor must provide appropriate genetic testing services to all Indiana counties, regardless of size or location, upon county request. Vendor will timely provide service-provision information about the Vendor to any county upon request, and enter into a standard County-Vendor agreement if the County chooses the Vendor.	Affirm Respondent's agreement to offer equal level of services in every county and briefly describe how large, medium, and small counties' sample collection needs will be met.	A - Mandatory, contract termination and reduction of final invoice
3	Dedicated Testing Times for Large Counties	Counties that average over two "trio" or six individual draws per week, 312 draws per year, will have, at a minimum, dedicated weekly times for collecting samples if the Vendor is collecting the sample, with sufficient collection time available to meet the county's weekly collection needs. Marion, Lake, St. Joseph, Allen, LaPorte, Vigo, and Vanderburgh counties currently qualify for this level of service.	Briefly describe steps the Respondent will take to ensure the larger counties have weekly scheduled times available for collecting samples, and how much advance notice Respondent requires to cancel collection appearance if no parties are scheduled for testing that week.	B -CAP/Invoice reduction

Number	Topic	Service Level Requirement	Instructions on Addressing in Proposal	Related Liquidated Damages
4	Sample Collection Facility	Working with the Prosecutor's Office, the Vendor shall select one or more sites in a county that is conducive to collecting genetic samples, offers appropriate privacy and safety, and is convenient to the Prosecutor's Office and/or a central location for persons whose samples are being collected. The site(s) should be obtained and used at no cost to the county or state, although the cost of the use of the facility may be factored into the cost of the collection of the sample and / or testing.	Briefly describe the factors that are involved in site selection; identify who maintains county list of sites and who obtains a new site if previous site is no longer available; if an existing Vendor, attach current collection sites in counties where services are currently provided.	B -CAP/Invoice reduction
5	Security	Vendor shall provide a secure sample collection site that is easy to access, well-lit, and safe. The site should have separate waiting and collection areas to ensure privacy. The Vendor shall have plans to ensure that a mother and an alleged father who are not amicable do not have to remain in the same waiting area together without security protection.	Briefly describe steps Respondent takes to ensure the safety of the parties, those waiting for collection, and the collector.	B -CAP/Invoice reduction
6	Confidentiality	Vendor agrees not to violate federal or State laws, regulations, and guidelines regarding confidentiality at any point in the testing process, from scheduling appointments to releasing test results to third parties, to storing samples. Vendor will expunge records as appropriate upon direction of CSB or a court.	Briefly describe steps Respondent takes to ensure the confidentiality of the parties during sample collection and release of the test results.	B -CAP/Invoice reduction
7	Sample Kits	The Vendor shall provide sufficient sample kits at its sites and to the county Prosecutor's Office staff if the Prosecutor's Office allows trained IV-D workers to collect samples at a child support office or a courthouse. The Vendor shall also provide sufficient sample kits to local hospitals or clinics in those counties where samples are collected at those sites. Kits must be provided at Vendor's expense and include prepaid postage or other means of transmission (i.e., FedEx, UPS, etc.) and Vendor's lab address label.	Briefly describe how the Respondent plans to ensure that non-Vendor collectors will have sufficient supplies of postage-prepaid sample-collection kits and how the samples will be sent to the appropriate testing facility.	B -CAP/Invoice reduction



Number	Topic	Service Level Requirement	Instructions on Addressing in Proposal	Related Liquidated Damages
8	Training	If the county Prosecutor's Office elects to collect samples, the Vendor agrees to provide appropriate training to IV-D workers at the county Prosecutor's office who collect samples on personal identification, sample collection, chain of custody of the samples, mailing, and related issues within one month of the date of a request for training. The Vendor agrees to provide similar training to hospital and clinic workers in those counties where samples are collected at those sites. Additionally, Vendor agrees to provide training at the annual Indiana Prosecutors' association conference and/or an Indiana judicial conference, if requested by CSB, the association, or the judiciary. Training and attendant costs will be at Vendor's expense.	Attach as addenda: 1) a copy of a training curriculum currently used to teach collectors sampling protocols; and, 2) a copy of a training curriculum used to teach child support workers, attorneys, or judges about genetic testing and the theories behind genetic testing. Affirm Respondent's agreement to provide the required training.	B -CAP/Invoice reduction
9	Subcontracting	Vendor may subcontract sample collection to a qualified individual if that individual has been properly trained and certified by the Vendor to be qualified.	Affirm that persons hired to collect samples will be properly trained and certified by the Respondent as qualified collectors, and briefly describe the selection, training, and certification steps.	B -CAP/Invoice reduction

Number	Topic	Service Level Requirement	Instructions on Addressing in Proposal	Related Liquidated Damages
10	Scheduling	<p>Vendor will work closely with the Prosecutor's Office to arrange appointments for the collection of samples at the appropriate time and place if the sample is collected by the Vendor or its subcontractor. No in-state appointment, even if the parties are in different counties, shall be made more than 14 calendar days after an appointment is requested unless the party to be tested is not available until after the 14 day period.</p> <p>Interstate appointments (where one tested party resides, is stationed, or is incarcerated in another state) will be scheduled within 21 calendar days of a request, and international cases where collection is possible within 28 calendar days of a request.</p> <p>For service members and national guard members, limits due to combat deployment and the Servicemembers Civil Relief Act will extend the time for scheduling appointments; however, the service members will be scheduled for collection on a date and at a time and site in compliance with the Act and the service member's availability.</p> <p>It is contemplated that the state may be able to make web-based genetic test appointments at some point during this contract period, and at the point that this feature goes live, the Vendor agrees to use electronic scheduling in lieu of current appointment scheduling procedures. The Vendor agrees to participate in the planning, designing, building, and testing phases as requested by CSB, at no additional cost to the state.</p>	Briefly describe: 1) how Respondent's collectors will coordinate scheduling with the county offices to ensure timely collection; 2) the Respondent's rescheduling approach; 3) the Respondent's approach to collecting samples in other states and other countries with reciprocal agreements with the United States or Indiana; and, 4) the Respondent's approach to collecting samples from servicemembers who are stationed on a base without civilian access; affirm that the Respondent will work with CSB and the counties to implement and use electronic appointment scheduling if and where available.	C - Invoice reduction
11	Conflict of Interest	<p>Vendor may not use an employee or a subcontractor to collect samples who has a conflict of interest with any tested party or county or state child support worker, such as a situation when an employee or subcontractor of the vendor has a relationship based on financial interests or by blood, marriage, or close friendship with any person being tested. The county Prosecutor's Office may also identify certain situations which give rise to potential conflicts of interest and the Vendor shall take the necessary steps to avoid those situations. Every collector must be trained to identify and avoid potential conflicts and, if a conflict of interest arises, the Vendor must seek an alternative collector.</p>	Affirm that Respondent's staff and subcontractors will be trained to identify and avoid potential conflicts of interest and offer an alternative collector in those cases. The Respondent should describe the process it proposes for identifying, avoiding, and resolving conflict of interest situations and agree that any costs associated with identifying, resolving, or avoiding conflicts of interest will be fully assumed by the vendor.	C - Invoice reduction

Number	Topic	Service Level Requirement	Instructions on Addressing in Proposal	Related Liquidated Damages
12	Identification	Vendor shall insist on appropriate identification for each tested mother and alleged father. Current government identification with a photo such as a driver's license or passport is preferred. A recognizable photograph shall be taken of each sample donor. The Respondent must provide the camera, film/digital media or other tools used to document the donor's identity. At the option of the county Prosecutor's Offices, a copy will be made of each identification card used to verify the party. The child's identification will also be recorded (e.g., using digital photography).	Briefly describe the Respondent's protocols for ensuring that the person from whom the sample is collected is the person who is to provide the sample, and the documentation used. Affirm that the Respondent will obtain a recognizable photograph of each sample donor and provide the necessary tools to document the donor's identity.	C - Invoice reduction
13	Collection	The samples shall be collected using the least invasive method, such as buccal swabbing, first before using blood, hair, or other tissue samples. Persons collecting the samples shall be trained and qualified to collect genetic samples, although certified phlebotomists are not required.	Briefly describe Respondent's buccal swab protocol and when and how alternative samples are collected. Also describe the training and qualifications of the Respondents employees or subcontractors who will be collecting samples.	C - Invoice reduction
14	Alternative Collection	If a party cannot appear for collection (e.g., motherless or fatherless cases), alternative methods of recovering necessary samples will be discussed in a timely manner with the Prosecutor's Office. If agreed to by the Prosecutor's Office, the first \$200 cost of alternative collection will be borne by the Vendor, with the remainder borne as a cost to the IV-D program. Any projected collection costs exceeding \$500 (such as for an exhumation) must be pre-approved by CSB to qualify for reimbursement.	Briefly describe the circumstances when you would use alternative collection such as collecting at another site (such as a jail) or testing another relative when the party is unavailable.	C - Invoice reduction
15	Partial Draws	A partial draw is an incomplete test that occurs when genetic material has not been collected for one or more of the necessary sample donors involved in paternity determination. If samples are not collected from the mother, child, and alleged father, the Vendor will reschedule or collect the necessary samples at another time or site. It is not required that all of the necessary sample donors appear at the same time and place for sample collection.	Briefly describe Respondent's protocols for partial draw follow-ups.	C - Invoice reduction

Number	Topic	Service Level Requirement	Instructions on Addressing in Proposal	Related Liquidated Damages
16	Interstate	If any located party to be tested resides or is incarcerated in another state, the Vendor shall supply or contract to supply sample collection activities at a site reasonably near the party to be tested. This applies to all 54 IV-D jurisdictions and the IV-D tribal programs. The Vendor shall pay for the costs involved in out-of-state sample collecting including site rental, collection, and proper storage, handling, and shipping.	Briefly describe Respondent's plans to ensure that sample collections can be properly made in any IV-D jurisdiction at a location reasonably convenient to the person being tested.	C - Invoice reduction
17	International/ Military	<p>If any located party to be tested expects to remain outside of the borders of the United States and its territories for more than two months from the date of the collection request, the Vendor will attempt to collect the sample from that party in the country of the party at a location that is reasonably near the party. If the party is in a country with no reliable nearby sample collection center, and is not located in a country that has a reciprocal support agreement with the United States or Indiana, upon the Prosecutor's Office approval, the Vendor does not have to make further attempts to collect the sample until the Vendor is informed that the party is in a place where the sample collection is practicable.</p> <p>Service members or national guard members who are subject to the protections of the Servicemember Civil Relief Act may not be compelled to provide a sample until they are available under Act's terms. The Vendor shall attempt to collect samples from these members when they are available at a nearby collection site, and on a date as soon as practicable.</p>	Briefly describe the Respondent's plans to meet these service level requirements.	C - Invoice reduction
18	Chain of Custody	The Vendor shall ensure that the Vendor staff, subcontractors, and third-party collectors, including county Prosecutor's Office staff, are appropriately trained in the importance of the chain of custody of the evidence and its documentation. Vendor staff and subcontractors must track the chain of custody.	Briefly describe the Respondent's chain of custody protocol and refer to Respondent's training section in the collector training curriculum.	B -CAP/Invoice reduction
19	Handling, Shipping, and Mailing	Once the sample is collected, the Vendor will ensure that its staff, its subcontractor, or the county Prosecutor's Office staff trained by the Vendor appropriately marks, stores, handles, records, transports, and mails the sample.	Briefly describe the Respondent's handling, shipping, and mailing protocols.	C - Invoice reduction

Number	Topic	Service Level Requirement	Instructions on Addressing in Proposal	Related Liquidated Damages
20	Testing	The Vendor shall perform PCR genetic testing primarily to establish paternity. The Vendor must confirm all exclusions in multiple systems, and all inclusions calculated with a prior probability of no more than 0.5 (50 percent) must be tested to a minimum 99 percent probability of paternity.	Attach Respondent's PCR genetic testing protocols.	C - Invoice reduction
21	Additional Testing	The Vendor shall use additional testing, e.g., RFLP, Y Chromosome, or Human Leukocyte Antigen (HLA), as warranted, according to approved industry protocols and standards.	Briefly describe when RFLP, Y Chromosome, HLA, or other testing besides PCR genetic testing would be warranted and used.	C - Invoice reduction
22	Retesting	If an alleged father is neither excluded nor found to likely be the father (99% probability), the lab will retest until the 99% probability is reached, if possible.	Refer to testing protocol or briefly describe when retesting is necessary and the methodology used to reach exclusion or 99% probability of inclusion.	C - Invoice reduction
23	Turnaround Time	The turnaround time between the date of receipt of the sample by the Vendor's lab and the date of receipt of the report by the Prosecutor's Office, whether by receipt of a copy of the results report in hard copy, email, or posting on the Vendor's website, as agreed upon with the county Prosecutor's Office, shall not exceed seven (7) business days. Exceptions shall not exceed 1% of the total number of draws, and are limited to samples that need retesting or alternative collection. Partial tests will be measured by the date the last one of the "trio" sample is received by the lab.	Affirm the Respondent will meet the service level requirements and briefly describe the protocols used to meet the turnaround time and to handle exceptional cases.	C - Invoice reduction
24	Reporting Content	<p>The contents of the Vendor's certified test report shall include:</p> <ul style="list-style-type: none"> <li>• Tester's name, title, and qualifications</li> <li>• IV-D case number and court cause number or administrative order number (interstate cases)</li> <li>• Types of tests performed</li> <li>• Percentage probability of paternity</li> <li>• Combined paternity index</li> <li>• Conclusions – certified by the qualified tester</li> <li>• Donor's pictures and thumbprints</li> <li>• Attestations signed by all the parental donors</li> <li>• The original chain of custody records</li> </ul>	Affirm that the report will include the data requested in these service level requirements in an easy-to-read format; attach a redacted copy (to preserve confidentiality) of a genetic test report.	B -CAP/Invoice reduction

Number	Topic	Service Level Requirement	Instructions on Addressing in Proposal	Related Liquidated Damages
25	Reporting Transmission	<p>The test results report should be available in paper format and forwarded to the appropriate Prosecutor's Office. At the option of the Prosecutor's Office, results reports may be transmitted via a website which enables the secure access to test results or sent in an electronic format (such as PDF, or some other commonly-used format as designated by the county Prosecutor or CSB),</p> <p>If requested by the county Prosecutor, the Vendor may be required to mail copies of the results report to the parties tested.</p> <p>It is contemplated that CSB may be able to directly receive the test report's data elements electronically into the ISETS system at some point during this contract period, and at the point that this feature goes live, and at CSB's direction, the Vendor will use it in lieu of hard copy reporting procedures. The Vendor agrees to participate in the planning, designing, building, and testing phases as requested by CSB at no charge to the State.</p>	<p>Affirm that the report data are convertible from paper to electronic form and vice versa, signed electronically or in pen by the appropriate laboratory representative, and that the data will be transmitted electronically if any county or CSB at the state level prefers electronic transmission at some point during the contract's term. Also, identify whether reports are accessible through a secure website if a county Prosecutor selects that option. Respondents should affirm their agreement to mail copies of the results report to the parties tested at the county Prosecutor's request.</p>	B -CAP/Invoice reduction
26	Testifying	<p>The Vendor agrees to provide expert testimony as needed in any court proceeding in which the genetic test results are timely challenged. The Prosecutor's Office will inform the Vendor as soon as possible that the test results are being challenged and the Vendor will provide a qualified expert who has appeared in other court trials to testify regarding the test procedures, the genetic testing theories, chain of custody issues within the knowledge of the testifier, and interpretation of the results of the test. The Vendor agrees to pay all costs associated with the provision of the expert witness, even if the witness is not called although the tests were legally challenged. The Vendor also agrees to assist in preparation of and responses to pre-trial motions and discovery, including, but not limited to, depositions, interrogatories and answers thereto, requests for production of documents and responses thereto, subpoenas and responses thereto, and trial preparation, at Vendors expense.</p>	<p>Briefly describe how an expert witness is chosen and how the expert witness prepares for trial; describe how the Respondent will assist with the preparation of discovery responses and affirm that the Respondent will pay for all costs associated with the expert witness and assistance in the preparation of discovery responses.</p>	C - Invoice reduction

Number	Topic	Service Level Requirement	Instructions on Addressing in Proposal	Related Liquidated Damages
27	Providing Information	Vendor agrees to be available to discuss the collection approach, chain of custody, test results, and genetic testing theory with a representative of the Prosecutor's Office or CSB upon request, and to provide certain information in writing, including affidavits, in situations that do not necessitate the presence of an expert witness.	Briefly describe Respondent's protocols for rapidly responding to county or CSB inquiries, tracking and escalation of issues, and providing information in writing as appropriate; briefly describe who is responsible for these responses.	C - Invoice reduction
28	Customer Service	The Vendor shall supply a Customer Service Plan with metrics that indicate customer service responsiveness, subject to CSB approval. Metrics should include: 1) the number of FTEs required statewide to collect samples if the Vendor collected all the samples in all counties; 2) the average response time to a message sent by email or left on voice mail; 3) response time to cover collectors who are unable to make collection appointments; 4) response time to find alternative site locations; 5) response time to questions that require follow-up activity by the Vendor; 6) average time to proactively update Prosecutor's Offices regarding cases or events that might impact them. The Customer Service Plan and the customer service metrics will be incorporated by reference into the Vendor Contract. Additionally, the Vendor shall provide their dispute resolution plan for addressing customer service issue or disputes with the Prosecutor's Offices.	Attach Respondent's Customer Service Plan that includes the service level requirements and any other provisions concerning customer service. The Respondent should to describe the process they will follow when counties have issues with the services provided, or not provided. The Respondent should describe the method by which customer service issues or disputes are reported by the county and to whom, and the Respondent should agree it will respond to customer service issues or disputes, in writing, within three (3) business days with a proposed resolution.	B -CAP/Invoice reduction for the plan compliance  C - Invoice reduction for each Metric
29	Invoicing	The Vendor shall invoice the State through Accounting Office on a monthly basis, within five business days of the last day of the previous month. The invoice should be available in paper or electronic format (such as PDF, or some other commonly-used format designated by CSB).  It is contemplated that CSB will be able to accept invoices electronically at some point during this contract term, and at the point that this feature goes live, the Vendor will use it in lieu of hard copy invoicing procedures. The Vendor agrees to participate in the planning, designing, building, and testing phases as requested by CSB at no charge to the State.  The invoice should include the following data: <ul style="list-style-type: none"><li>• A separate invoice for each test, listing</li></ul>	Attach a sample invoice; affirm compliance with service level requirements and cooperation with CSB regarding electronic invoicing.	B -CAP/Invoice reduction

Number	Topic	Service Level Requirement	Instructions on Addressing in Proposal	Related Liquidated Damages
		<p>each tested and untested parties to the case</p> <ul style="list-style-type: none"> <li>• An indicator whether the draw was performed by the Vendor, county Prosecutor staff or a third party (i.e., hospital)</li> <li>• The total price charged</li> <li>• The county requesting the test</li> <li>• The Indiana cause number</li> <li>• ISETS case number</li> <li>• Exclusion or inclusion of alleged father</li> <li>• Date of sample collection scheduling request</li> <li>• Date of sample collection</li> <li>• Date sample collection received by lab</li> <li>• Date test results sent to or accessed by county</li> <li>• Name/address of Vendor</li> <li>• List of genetic tests performed</li> <li>• Vendor's contact telephone number</li> <li>• Indicator if the invoice is a duplicate or re-issuance of a prior invoice</li> </ul> <p>Vendor shall maintain a record of the test results in accordance with federal, State, local, and AABB or ASHI requirements and, upon request, furnish a copy to the County at no additional cost.</p> <p>Vendor shall establish and maintain a separate account number for tests resulting from hospital sample collection.</p>		
30	Unforeseen Events and Disaster Recovery Plan	Vendor shall develop or update and follow, once approved by CSB within two months of contract signing, an unforeseen events and disaster recovery plan to address topics such as: inability of collector to collect; site unavailability; airmail stoppage; repeated lab errors (e.g., repeated misapplication of a protocol on samples); or, lab unavailability (e.g., building electrical blackout).	Attach the Respondent's plan or outline of a plan and affirm that the Respondent will follow the service level requirement.	B -CAP/Invoice reduction



Number	Topic	Service Level Requirement	Instructions on Addressing in Proposal	Related Liquidated Damages
31	Self-monitoring and Cooperation	<p>Vendor is responsible for the faithful performance of the contract and shall have internal monitoring procedures and processes to ensure compliance with all the terms of the contract. The State may monitor and track Vendor's performance over the course of the contract.</p> <p>The Vendor shall cooperate with the State in monitoring and tracking activities, which may require that vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings, and provide management reports as requested by the State.</p>	<p>Affirm that Respondent will continuously monitor its own performance and take proactive steps to ensure issues are appropriately addressed.</p> <p>Affirm that Respondent will cooperate with the state in monitoring and tracking its activities, provide reports and records of its performance as requested by the state, and allow access to and inspection of its facilities if requested.</p> <p>Briefly highlight examples of Respondent's monitoring capabilities.</p>	B -CAP/Invoice reduction

Liquidated Damages Table

Liquidated Damages Category	Category Description	Damages
A	Mandatory Requirement - SLA is vital to contract.	Contract Termination; cease and desist further collecting and laboratory analysis; compensation limited to work completed at the time of the cease and desist notice issued by the state; last invoice reduced by 30% to cover transition costs
B	SLA is a general standard,	Upon discovery and determination by CSB of a repeated pattern of Vendor's failure to comply with the SLA, Vendor will comply with a Corrective Action Plan (CAP) determined by CSB. If Vendor does not successfully comply with the CAP, as determined by CSB, within two months of its imposition, the CSB will either revise the terms of the CAP, reduce subsequent invoices up to 2% of the monthly invoice amount for each SLA for which Vendor remains not in compliance, or terminate the contract.
C	SLA has individual case impact.	Subsequent invoice payment may be reduced by \$250 per incident per case (mother, child and alleged father(s)), or by actual cost if in excess of \$250 (e.g., expert witness replacement costs). Vendor may discuss the individual cases and the imposition of liquidated damages with CSB to ensure accuracy but CSB's SLA compliance determination is final. The decision to reduce subsequent payments is at the sole discretion of CSB.